

AGREEMENT BETWEEN
LAKE EMERGENCY MEDICAL SERVICES, INC.
AND
CITY OF LEESBURG
FOR
DISPATCH SERVICES

This Dispatch Services Agreement, hereinafter the "Agreement," is made by and between Lake Emergency Medical Services, Inc., a not-for-profit corporation authorized to do business in the State of Florida, hereinafter "LEMS," and the City of Leesburg, a municipal corporation organized under the laws of the State of Florida, hereinafter the "CITY".

WITNESSETH:

WHEREAS, the CITY has sought to maintain a high level of professional fire telecommunication services for the benefit of the citizens located within the municipal limits; and

WHEREAS, the CITY recognizes the continued escalation of costs to the CITY for the provision of such services and wishes to continue to minimize the cost of government for the benefit of the citizens located within the municipal limits; and

WHEREAS, the CITY desires to continue to maintain competent professional fire department dispatch services in conjunction and in harmony with its program of fiscal responsibility; and

WHEREAS, the CITY desires that LEMS provide fire department dispatch services within the corporate limits of the CITY; and

WHEREAS, LEMS is willing to augment their telecommunications staff to provide such services to the CITY and to the citizens located within the municipal limits.

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions hereinafter contained, LEMS and the CITY agree as follows:

1. **Recitals.** The foregoing recitals are true and correct and hereby incorporated herein by reference.

2. **Dispatch Services.** LEMS shall provide to the CITY competent professional fire department dispatch services within and throughout the municipal limits of the CITY under the

authority given LEMS by the laws of the State of Florida, by providing fire department dispatch services each day of the year on a twenty-four (24) hour per day basis. In exchange for LEMS providing dispatch services to the CITY, the CITY shall cooperate with LEMS by allowing LEMS to co-locate its services with the CITY'S fire services if space is available, or by providing other assistance as reasonably requested by LEMS.

3. Term of Agreement; Payment. This Agreement shall become effective on the day this Agreement is executed by the last party and shall continue for a period of one (1) year. One (1) year renewals under the same terms and conditions shall be automatic unless one of the parties terminates this Agreement upon sixty (60) days written notice. Either party may additionally terminate this Agreement at any time upon providing the other party sixty (60) days written notice.

4. Appointment of Personnel. LEMS shall provide adequate and professional services as they see fit and proper. The CITY shall not be required to assume any liability for direct payment of any salaries, wages or other compensation, contributions to pension funds, insurance premiums, workers compensation funds, vacation or compensatory time, sick leave benefits, or any other amenities or employment to any personnel of LEMS performing the services, duties and responsibilities pursuant to this Agreement for the benefit of the CITY and its residents or any other liabilities whatsoever.

5. Performance of Services. LEMS shall have and maintain the responsibility and control and rendering of all fire dispatch services, duties and responsibilities described and contemplated in this Agreement. Nothing in this Agreement shall be construed to mean that the CITY is contracting away its constitutional authority. However, LEMS shall remain responsible for any and all damages, actions, suits, claims and demands of whatsoever kind made by or on behalf of any person or entity which are alleged to have arisen out of, in connection with, or by reason of any fire department dispatch services and administrative actions concerning fire department dispatch services taken by LEMS during the term of this Agreement.

6. Sovereign Immunity. The parties agree that nothing contained herein shall in any way waive the sovereign immunity that they presently enjoy under the Constitution and Statutes of the State of Florida, particularly with respect to Chapter 768, Florida Statutes. The parties agree that the CITY'S determination to provide fire dispatch services by this Agreement is an exercise of the legislative planning function of the CITY and that at no time shall the CITY exercise any specific operational control over the activities of any of the telecommunications, their supervisors, or other personnel of LEMS nor shall the CITY perform or undertake any acts that are over and above a planning level function with regard to the administration of fire department dispatch services within the CITY during the term of this Agreement.

7. Liability Insurance for Official Acts. The personnel appointed and employed by LEMS shall be covered in all respects, as are other members of LEMS, either through LEMS'S self-insurance fund or through a private company with comparable coverage.

8. Governing Law. This Agreement and all of the rights and obligations of the parties hereto shall be governed both procedurally and substantively and construed according to

the laws of the State of Florida. The parties further agree that jurisdiction regarding the rights and obligations of either party under this Agreement shall be in the appropriate court in the Fifth Judicial Circuit, in and for Lake County, Florida.

9. Notices. All notices, demands, or other writings required, made or sent in this Agreement, or which may be given or made or sent by either party to the other, shall be deemed to have fully been given or made or sent which in writing and addressed as follows:

Lake EMS, Inc.

Lake EMS, Inc.
2761 W. Old Highway 441
Mount Dora, Florida 32757

City

City Manager
P.O. Box 490630
Leesburg, Florida 34749

All notices required or which may be given hereunder shall be considered properly given if (1) personally delivered, (2) sent by certified United States Mail, return receipt requested, or (3) sent by Federal Express or other equivalent overnight letter delivery company.

The effective date of such notices shall be the date personally delivered, or if sent by mail, the date of the postmark, or if sent by overnight letter delivery company, the date the notice was picked up by the overnight letter delivery company.

The parties may designate other parties or addresses to which notice shall be sent by notifying, in writing, the other party in the manner designated for the filing of notice hereunder.

10. Amendments. No modification, amendment, or alteration of the terms or conditions contained herein shall be effective unless contained in a written document by the parties with the formality and of equal dignity.

11. Entire Agreement. The document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements or understandings concerning the subject matter. No deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

12. Prior Agreements. All prior agreements between the parties related to Fire Dispatch Services are hereby terminated upon the effective date of this Agreement.

IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dated under each signature. The CITY, through its duly authorized representative, and by Welton Cadwell, Chairman, Lake EMS Board of Directors, authorized to execute the same by the Board on the _____ day of _____, 2011.

ATTEST:

LAKE EMS, INC.

James A. Judge, II, Executive Director

Welton G. Cadwell, as Board of Directors
Chairman, for Lake Emergency Medical
Services, Inc.

This ____ day of _____, 2011

Approved as to Form and Legality:

Sanford A. Minkoff

Interlocal Agreement between LEMS and City of Leesburg for Dispatch Services

CITY

ATTEST:

CITY OF LEESBURG, FLORIDA

City Clerk

Bill Polk, Mayor

This ____ day of _____, 2011.

Approved as to form and legality:

City Attorney